

WHEN RECORDED MAIL TO:

ServisFirst Bank
850 Shades Creek Parkway
Birmingham, AL 35209

SEND TAX NOTICES TO:

DAVID M. CHERRY
AUTUMN F. CHERRY
4975 MEADOWBROOK RD
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



00000000000002161800074001272015

THIS MODIFICATION OF MORTGAGE dated January 27, 2015, is made and executed between DAVID M. CHERRY and AUTUMN F. CHERRY, Husband and Wife, whose address is 4975 MEADOWBROOK RD, BIRMINGHAM, AL 35242 (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 SHADES CREEK PARKWAY , SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 2, 2014 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded September 4, 2014 in Instrument No. 20140904000277310.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6232 CAHABA VALLEY ROAD, BIRMINGHAM, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

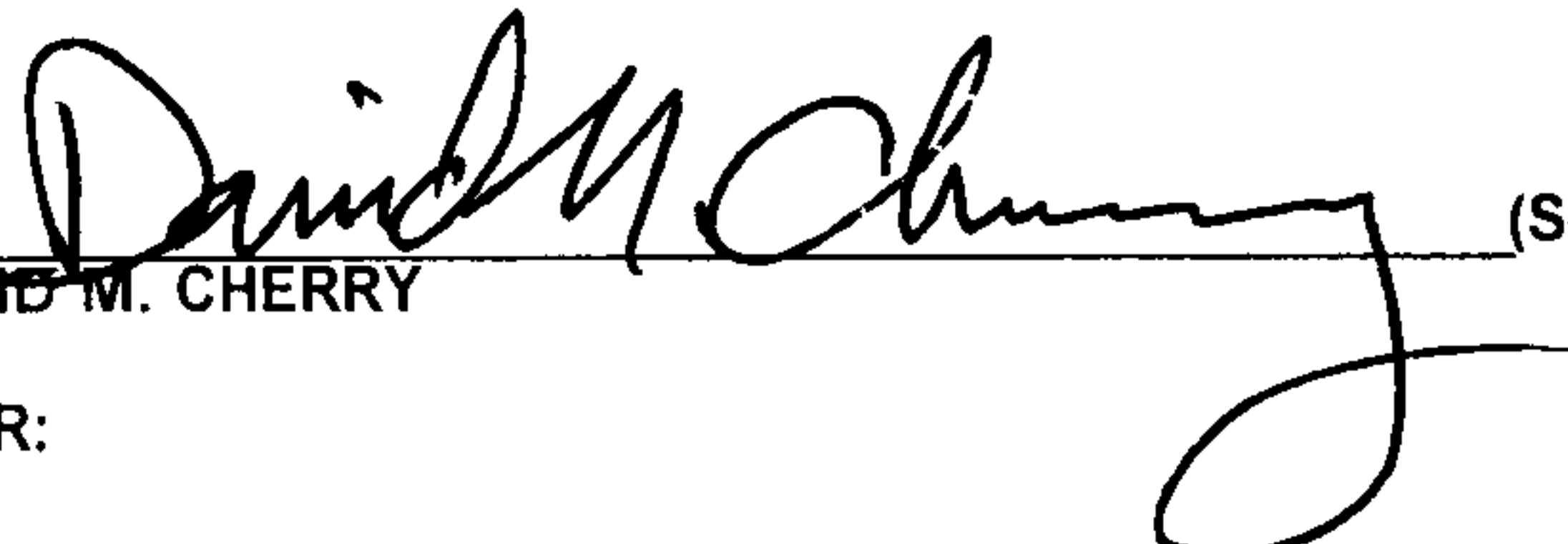
The principal amount of the Mortgage, which originally was \$150,000.00 (on which any required taxes already have been paid), now is increased by an additional \$15,000.00. Current amount of indebtedness is \$149,655.83.

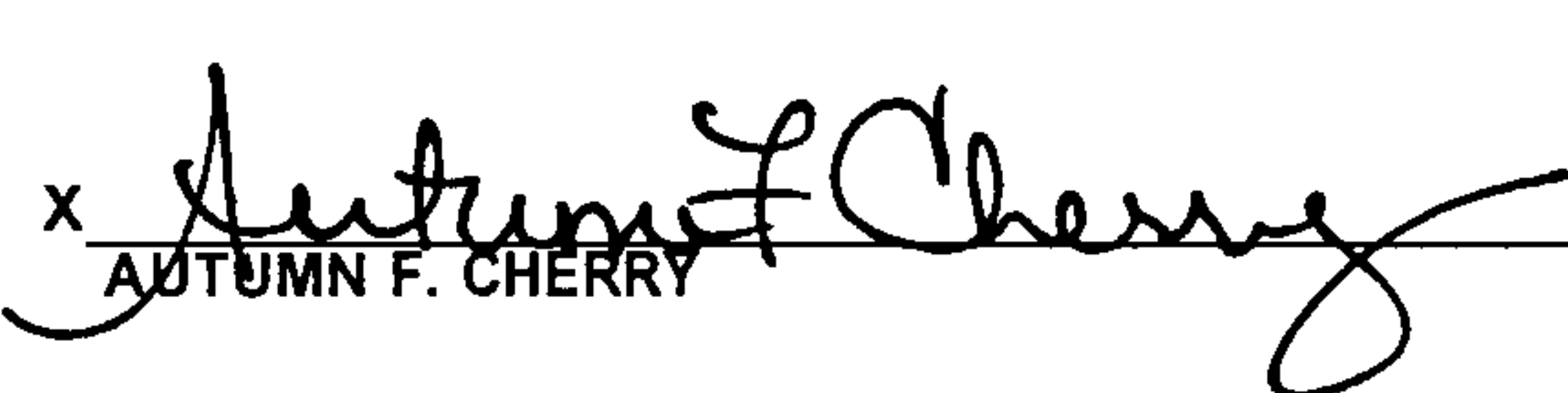
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 27, 2015.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
DAVID M. CHERRY

X  (Seal)
AUTUMN F. CHERRY

LENDER:

SERVISFIRST BANK

X  (Seal)
CHAD GOODWIN, AVP Private Banking

This Modification of Mortgage prepared by:

Name: G. PONDER
Address: 850 SHADES CREEK PARKWAY
City, State, ZIP: BIRMINGHAM, AL 35209

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID M. CHERRY and AUTUMN F. CHERRY, Husband and Wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ~~22~~ 2nd day of February, 2015.

MY COMMISSION EXPIRES NOVEMBER 30, 2015

Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CHAD GOODWIN** whose name as **AVP Private Banking of ServisFirst Bank** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such **AVP Private Banking of ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 2 day of FEBRUARY, 2015.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: April 19, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public

My commission expires _____



20150309000070700 2/3 \$42.50
Shelby Cnty Judge of Probate, AL
03/09/2015 09:31:04 AM FILED/CERT

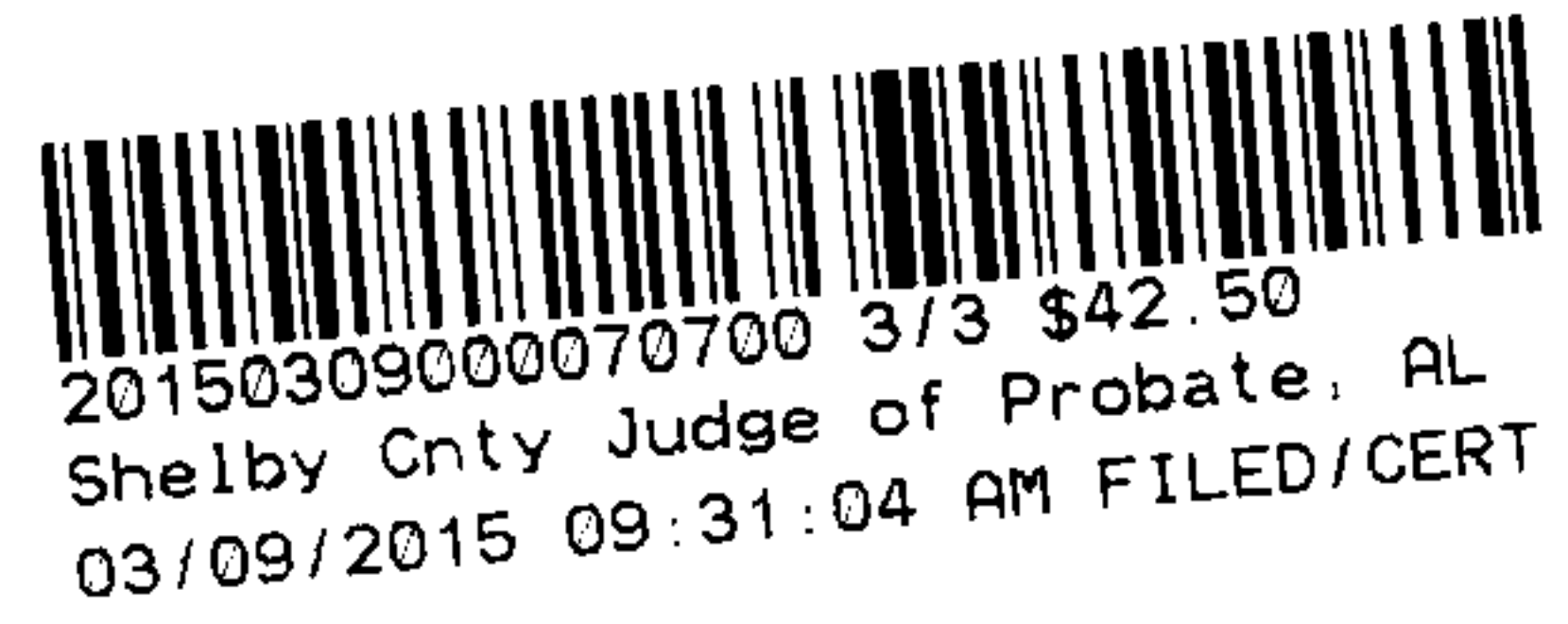


EXHIBIT 'A'
LEGAL DESCRIPTION

LOT 4, ACCORDING TO THE SURVEY OF MEADOW LOOK SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING:

A PART OF LOT 4, MEADOW LOOK, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, IN MAP BOOK 9, PAGE 129, AND PORTION OF ACREAGE LYING ADJACENT TO AND IMMEDIATELY NORTHEAST OF SAID PORTION OF LOT 4, ALL OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MOST NORTHERLY CORNER OF LOT 4, MEADOW LOOK, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 4, FOR A DISTANCE OF 179.91 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 111 DEGREES 13 MINUTES 58 SECONDS AND RUN IN A NORTHEASTERY DIRECTION FOR A DISTANCE OF 97 DEGREES, 13 MINUTES TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 100 DEGREES 47 MINUTES 34 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 170.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING:

PART OF LOT 4, MEADOW LOOK, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN MAP BOOK 9, PAGE 129, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE EASTERNMOST CORNER OF LOT 4, BLOCK 1, BROKEN BOW AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN MAP BOOK 7, PAGE 145; RUN THENCE ALONG THE SOUTHEAST LINE OF LOT 5 OF SAID BLOCK 1 IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 92.01 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 137 DEGREES 11 MINUTES 04 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 186.15 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE HAVING A RADIUS OF 50.0 FEET AND A CENTRAL ANGLE OF 103 DEGREES 00 MINUTES AND BEING CONCAVE SOUTHWARD WITH THE PREVIOUS CALL FORMING AN INTERIOR ANGLE OF 148 DEGREES 57 MINUTES 21 SECONDS WITH THE RADIUS; THENCE RUN IN A NORTHEASTERLY TO SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 89 DEGREES 88 MINUTES, THENCE TURN AN ANGLE TO THE RIGHT AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 78.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.